

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**TRUSTEES OF THE NATIONAL AUTOMATIC SPRINKLER  
INDUSTRY WELFARE FUND, TRUSTEES OF THE  
NATIONAL AUTOMATIC SPRINKLER LOCAL 669 UA  
EDUCATION FUND, TRUSTEES OF THE NATIONAL  
AUTOMATIC SPRINKLER INDUSTRY PENSION FUND,  
TRUSTEES OF THE SPRINKLER INDUSTRY  
SUPPLEMENTAL PENSION FUND, TRUSTEES OF THE  
INTERNATIONAL TRAINING FUND AND ROAD  
SPRINKLER FITTERS LOCAL UNION 669 WORK  
ASSESSMENTS, EXTENDED BENEFIT FUND AND  
INDUSTRY ADVANCEMENT FUND**

**8000 Corporate Drive  
Landover, MD 20785**

**Plaintiffs,**

**V.**

**C.A. NO.:**

**CFP INTERNATIONAL, LLC**  
**36 West Lee Street**  
**Hagerstown, MD 21740**

**Serve: Shane Leatherman, Registered Agent**  
**17731 Davidson Drive**  
**Sharpsburg, MD 21783**

**Defendant.**

## COMPLAINT

**(FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT,  
TO COLLECT CONTRIBUTIONS DUE TO PLAINTIFF FUNDS  
AND TO ENJOIN VIOLATIONS OF THE TERMS  
OF AN EMPLOYEE BENEFIT PLAN)**

**PARTIES**

1. Plaintiffs Trustees of the National Automatic Sprinkler Industry Welfare Fund, Trustees of the National Automatic Sprinkler Local 669 UA Education Fund, Trustees of the National Automatic Sprinkler Industry Pension Fund, Trustees of the Sprinkler Industry

Supplemental Pension Fund, Trustees of the International Training Fund and Road Sprinkler Fitters Local Union 669 Work Assessments, Extended Benefit Fund and Industry Advancement Fund (hereinafter "NASI Funds") are employee benefit plans as that term is defined in Section 3(3) of the Employee Retirement Income Security Act ("ERISA") of 1974, 29 U.S.C. § 1002(3). Plaintiff Funds are established and maintained according to the provisions of the Restated Agreements and Declarations of Trust establishing the NASI Funds (hereinafter "Trust Agreements") and the Collective Bargaining Agreement between Road Sprinkler Fitters Local Union No. 669 and the Defendant. The NASI Funds are administered at 8000 Corporate Drive, Landover, Maryland 20785.

2. Defendant CFP International, LLC is a limited liability corporation existing under the laws of the State of Maryland with offices located in Maryland. Defendant transacts business in the State of Maryland as a contractor or subcontractor in the sprinkler industry and all times herein was an "employer in an industry affecting commerce" as defined in Sections 501(1), (3), 2(2) of the Labor-Management Relations Act, 29 U.S.C. Sections 142(1), (3) and 152(2); Section 3(5), (9), (11), (12), (14) of ERISA, 29 U.S.C. Sections 1002(5), (9), (11), (12), (14); and Section 3 of the Multi-Employer Pension Plan Amendments of 1980, 29 U.S.C. § 1001(a).

### **JURISDICTION**

3. This Court has jurisdiction of this action under Sections 502 and 515 of the Employee Retirement Income Security Act, 29 U.S.C. §§ 1132 and 1145, and under Section 301 of the Labor-Management Relations Act, 29 U.S.C. § 185(a). This is an action for breach of a Collective Bargaining Agreement between an employer and a labor organization representing employees in an industry affecting commerce and an action to collect contributions due to employee benefit plans under the terms of the Collective Bargaining Agreement.

**COUNT I**

4. Defendant is signatory to a Collective Bargaining Agreement with Road Sprinkler Fitters Local Union No. 669 requiring contributions to the NASI Funds for each hour of work by employees performing installation of automatic sprinkler systems.

5. Defendant employed certain employees covered by the Collective Bargaining Agreement during the months of March 2021 through the present.

6. Defendant is bound to the Trust Agreements and the Guidelines for Participation in the NASI Funds (hereinafter “Guidelines”).

7. Defendant has failed to make contributions in the amount of \$82,410.11 due to Plaintiff Funds for the month of June 2022. Pursuant to the terms of the Collective Bargaining Agreement, Defendant is obligated to submit report forms and pay contributions owed to Plaintiff Funds.

8. Defendant has failed to make contributions due to Plaintiff Funds for the month of July 2022. In addition, Defendant failed to submit report forms for these months. Pursuant to the terms of the Collective Bargaining Agreement, Defendant is obligated to submit report forms and pay contributions owed to Plaintiff Funds.

9. Pursuant to Article VI, Section 6 of the Trust Agreements, when an employer fails to file the properly completed report forms, in order to determine the amounts due, the Funds are authorized to project the delinquency amount using the following formula:

. . . The Trustees may project as the amount of the delinquency the greater of the average for the monthly payments actually made by the Employer for the last three (3) months for which payments were made, or the average of the monthly payments made by the Employer for the last twelve (12) months for which payments were made. . .

10. Using report forms submitted for the last three months for which the Defendant submitted reports to the Plaintiff Funds, the projected delinquency for the month of July 2022 is \$86,337.12 calculated as follows:

**Contributions Reported**

<b>Month</b>	<b>Welfare</b>	<b>Education</b>	<b>Pension</b>	<b>SIS</b>	<b>ITF</b>	<b>Work Asst's</b>	<b>Extended Benefits</b>	<b>Industry Advance.</b>
Apr-22	\$38,816.68	\$1,503.60	\$24,225.20	\$18,029.26	\$358.00	\$6,665.43	\$895.00	\$1,941.00
May-22	\$34,996.87	\$1,355.34	\$21,853.80	\$16,871.90	\$322.70	\$6,204.71	\$806.75	\$1,755.00
Jun-22	\$34,477.20	\$1,335.60	\$21,513.00	\$16,169.96	\$318.00	\$6,073.35	\$795.00	\$1,728.00
Avg. Monthly Contrib:	\$36,096.92	\$1,398.18	\$22,530.67	\$17,023.71	\$332.90	\$6,314.50	\$832.25	\$1,808.00

11. Defendant's contributions on behalf of its sprinkler fitter employees for the months of March 2021, April 2021, June 2021, September 2021, November 2021, December 2021, April 2022 and May 2022 were paid late. The specific amounts paid and the date in which the Defendant's contributions were received by the NASI Funds are set forth on the attached breakdown (Exhibit A).

12. Defendant's contributions on behalf of its sprinkler fitter employees for the months of June and July 2022 are late.

13. Pursuant to the Trust Agreements and the Guidelines, an employer who fails to pay the amounts required by the Collective Bargaining Agreement on time shall be obligated to pay liquidated damages as follows:

- (1) If payment is not received in the Funds Office by the 15th of the month, 10% of the amount is assessed.
- (2) An additional 5% is added if payment is not received in the Funds Office by the last working day of the month in which payment was due.

- (3) An additional 5% is added if payment is not received by the 15th of the month following the month in which payment was due.

14. Pursuant to this provision, Defendant is obligated to Plaintiff NASI Funds in the amount of \$110,428.10 for liquidated damages assessed on the late contributions for the months of March 2021, April 2021, June 2021, September 2021, November 2021, December 2021, April 2022 and May 2022 through July 2022, plus interest at the rate provided in the Trust Agreements, the Guidelines and 29 U.S.C. Section 1132(g) from the date of delinquency to the date of payment.

**WHEREFORE**, in Count I, Plaintiff Funds pray judgment as follows:

A. In the amount of \$168,747.23 for contributions due for work performed in June and July 2022, plus costs, interest, and reasonable attorneys' fees, pursuant to the Collective Bargaining Agreement, the Trust Agreements, the Guidelines and 29 U.S.C. § 1132(g).

B. In the amount of \$110,428.10 for liquidated damages assessed on late contributions for the months of March 2021, April 2021, June 2021, September 2021, November 2021, December 2021, April 2022 and May 2022 through July 2022, plus costs, interest, and reasonable attorneys' fees, pursuant to the Collective Bargaining Agreement, the Trust Agreements, the Guidelines and 29 U.S.C. § 1132(g).

C. For all contributions and liquidated damages which become due subsequent to the filing of this action through the date of judgment, plus costs, interest, and reasonable attorneys' fees, pursuant to the Collective Bargaining Agreement, the Trust Agreements, the Guidelines and 29 U.S.C. § 1132(g).

D. For such further relief as the Court may deem appropriate.

Respectfully submitted,

**O'DONOGHUE & O'DONOGHUE LLP**

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By \_\_\_\_\_/s/  
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Attorneys for Plaintiffs

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**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Complaint has been served by certified mail, as required by 502(h) of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1132(h) this 26th day of August, 2022 on the following:

The Office of Division Counsel  
Associate Chief Counsel (TE/GE) CC: TEGE  
Room 4300  
1111 Constitution Avenue  
Washington, DC 20224  
Attention: Employee Plans

Secretary of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210  
ATTENTION: Assistant Solicitor for  
Plan Benefits Security

\_\_\_\_\_/s/  
Charles W. Gilligan

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